



Doc#: 1131915051 Fee: \$50.25
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 11/15/2011 02:10 PM Pg: 1 of 7

RECORDATION REQUESTED BY:
FIRST EAGLE BANK
1040 E. LAKE STREET
HANOVER PARK, IL 60133

WHEN RECORDED MAIL TO:
FIRST EAGLE BANK
1040 E. LAKE STREET
HANOVER PARK, IL 60133

SEND TAX NOTICES TO:
FIRST EAGLE BANK
1040 E. LAKE STREET
HANOVER PARK, IL 60133

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
N Vargas
FIRST EAGLE BANK
1040 E. LAKE STREET
HANOVER PARK, IL 60133

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 27, 2011, is made and executed between KIRSCHNER REALTY, L.L.C., an Illinois limited liability company, whose address is 2156 W 183RD STREET, HOMEWOOD, IL 60430 (referred to below as "Grantor") and FIRST EAGLE BANK, whose address is 1040 E. LAKE STREET, HANOVER PARK, IL 60133 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 5, 2011 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded with the Cook County Recorder of Deeds on June 30, 2011 as Doc. No. 1118144002 and an Assignment of Rents dated May 5, 2011 which was recorded with the Cook County Recorder of Deeds, State of Illinois as Doc. No. 1118144003.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in COOK County, State of Illinois:

A PART OF LOTS 16 AND 17 IN BLOCK 6 IN THORNTON STATION, A SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS AND ALSO THAT PART EAST OF THE RAILROAD OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 31, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 17; THENCE WEST ON THE SOUTH LINE OF LOT 17, 61.60 FEET TO THE WEST LINE OF THE PREMISES DEDICATED BY DOCUMENT NUMBER 8868569 FOR A PLACE OF BEGINNING; THENCE NORTHEASTERLY ALONG THE WEST LINE OF SAID DEDICATED PREMISES 125 FEET; THENCE WESTERLY ALONG A STRAIGHT LINE PARALLEL TO THE SOUTH LINE OF LOT 17, TO THE EASTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD; THENCE SOUTHWESTERLY ALONG THE EASTERLY RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD, TO THE SOUTH LINE OF LOT 17 EXTENDED WEST; THENCE EASTERLY ALONG THE SOUTH LINE OF LOT 17 EXTENDED WEST, A DISTANCE OF 243 FEET AND 3/8 INCHES, MORE OR LESS, TO THE PLACE OF BEGINNING, ALL IN SAID SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM THE ABOVE DESCRIBED TRACT OF LAND THE SOUTHERLY 9-25 FEET THEREOF TAKEN BY THE

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P 7
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M 1
SC 1
E 1
INT

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(Continued)**

Loan No: 85499

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DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS FOR AND IN BEHALF OF THE PEOPLE OF THE STATE OF ILLINOIS IN COMDEMNATION PROCEEDINGS IN CASE NUMBER 84L51726 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, AND ALSO EXCEPTING FROM THE ABOVE DESCRIBED TRACT OF LAND THE FOLLOWING DESCRIBED PART THEREOF DESCRIBED BELOW TAKEN BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS FOR AND IN BEHALF OF THE PEOPLE OF THE STATE OF ILLINOIS IN CONDEMNATION PROCEEDINGS CASE NUMBER 84L51726 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: THAT PART OF LOT 17 IN BLOCK 6 IN THORNTON STATION, A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 17; THENCE WEST ON THE SOUTH LINE OF LOT 17, 61.60 FEET TO THE WEST LINE OF THE PREMISES DEDICATED BY DOCUMENT 8868569 FOR A POINT OF BEGINNING, THENCE NORTHEASTERLY ALONG THE WEST LINE OF SAID DEDICATED PREMISES 10.00 FEET; THENCE SOUTHWESTLY 16.60 FEET TO A POINT ON THE SOUTHLINE OF SAID LOT 17, DISTANCE 10 FEET WESTERLY OF THE POINT OF BEGINNING; THENCE EASTERLY 10 FEET ALONG THE SOUTH LINE OF SAID LOT 17, TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2156 W. 183RD STREET, HOMEWOOD, IL 60430 .
The Real Property tax identification number is 29-31-312-017.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Change the definition of the word Note to read: The word "Note" means the promissory note dated October 27, 2011, in the original principal amount of \$350,000.00 from Borrower to Lender , together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 3.250% per annum. Payments on the Note are to be made in accordance with the following payment schedule: in one payment of all outstanding principal plus all accrued unpaid interest on October 27, 2013. In addition Borrower will pay regular monthly payments of all accrued and unpaid interest due as of each payment due date, beginning November 27, 2011, with all subsequent monthly payments to be due on the same day of each month after that. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. NOTICE: Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE. .

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

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MODIFICATION OF MORTGAGE (Continued)

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 27, 2011.

GRANTOR:

KIRSCHNER REALTY, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY

KENNETH KIRSCHNER REVOCABLE TRUST DATED JUNE 3, 2009,
Member of KIRSCHNER REALTY, L.L.C., an Illinois limited liability company

By: 

KENNETH M. KIRSCHNER, Trustee of KENNETH KIRSCHNER
REVOCABLE TRUST DATED JUNE 3, 2009

PAUL KIRSCHNER REVOCABLE TRUST DATED MAY 16, 2011, Member
of KIRSCHNER REALTY, L.L.C., an Illinois limited liability company

By: _____

PAUL S. KIRSCHNER, Trustee of PAUL KIRSCHNER
REVOCABLE TRUST DATED MAY 16, 2011

LENDER:

FIRST EAGLE BANK

X 

Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 27, 2011.

GRANTOR:

KIRSCHNER REALTY, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY

~~KENNETH KIRSCHNER REVOCABLE TRUST DATED JUNE 3, 2009,~~
Member of KIRSCHNER REALTY, L.L.C., an Illinois limited liability company

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By: _____
KENNETH M. KIRSCHNER, Trustee of KENNETH KIRSCHNER
REVOCABLE TRUST DATED JUNE 3, 2009

PAUL KIRSCHNER REVOCABLE TRUST DATED MAY 16, 2011, Member
of KIRSCHNER REALTY, L.L.C., an Illinois limited liability company

By: *PSK*
PAUL S. KIRSCHNER, Trustee of PAUL KIRSCHNER
REVOCABLE TRUST DATED MAY 16, 2011

LENDER:

FIRST EAGLE BANK

X _____
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

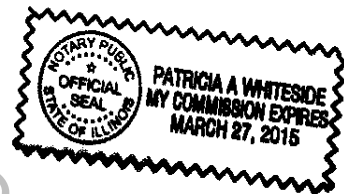
STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 27th day of October, 2011 before me, the undersigned Notary Public, personally appeared **KENNETH M. KIRSCHNER**, Trustee of **KENNETH KIRSCHNER REVOCABLE TRUST DATED JUNE 3, 2009**, Member of **KIRSCHNER REALTY, L.L.C.**, an Illinois limited liability company and **PAUL S. KIRSCHNER**, Trustee of **PAUL KIRSCHNER REVOCABLE TRUST DATED MAY 16, 2011**, Member of **KIRSCHNER REALTY, L.L.C.**, an Illinois limited liability company, and known to me to be members or designated agents of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Patricia A Whiteside Residing at Park Forest, IL 60460

Notary Public in and for the State of Illinois

My commission expires 3-27-2015



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MODIFICATION OF MORTGAGE (Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

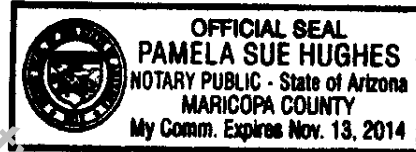
STATE OF AZ)
) SS
 COUNTY OF Maricopa)

On this 28 day of October, 2011 before me, the undersigned Notary Public, personally appeared **KENNETH M. KIRSCHNER, Trustee of KENNETH KIRSCHNER REVOCABLE TRUST DATED JUNE 3, 2009, Member of KIRSCHNER REALTY, L.L.C., an Illinois limited liability company and PAUL S. KIRSCHNER, Trustee of PAUL KIRSCHNER REVOCABLE TRUST DATED MAY 16, 2011, Member of KIRSCHNER REALTY, L.L.C., an Illinois limited liability company,** and known to me to be members or designated agents of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Pamela Sue Hughes Residing at Mountain Hills, AZ

Notary Public in and for the State of AZ

My commission expires 11/13/14



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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 31st day of OCTOBER, 2011 before me, the undersigned Notary Public, personally appeared ZACHARY BRAUN and known to me to be the V.P., authorized agent for **FIRST EAGLE BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST EAGLE BANK**, duly authorized by **FIRST EAGLE BANK** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **FIRST EAGLE BANK**.

By Mary E. Schlichter Residing at OAK FOREST, IL

Notary Public in and for the State of ILLINOIS

My commission expires 8-13-15



Cook County Clerk's Office